

**IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE  
AT NASHVILLE**

**INTERMED RESOURCES, LLC**  
**(a Tennessee Limited Liability Company), and**  
**ROGER BILES,**

**Plaintiffs,**

**VS.**

**LAWRENCE HARDGE,**  
**HARDGE GLOBAL MANUFACTURING, LLC,**  
**HARDGE GLOBAL TECHNOLOGIES, LLC, and**  
**HARDGE GLOBAL MANUFACTURING, USA, LLC,**

**Defendants.**

**CASE NO. \_\_\_\_\_**

**JURY DEMAND**

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**COMPLAINT**

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Come the Plaintiffs, Intermed Resources, TN, LLC (“Intermed”) and Roger Biles (“Biles”), by and through counsel, and sue the Defendants, Lawrence Hardge, Hardge Global Manufacturing, LLC, Hardge Global Technologies, LLC and Hardge Global Manufacturing, USA, LLC (collectively “Hardge”) and for cause would state and show as follows:

**I.  
THE PARTIES**

1. The Plaintiff, Intermed, is a Tennessee limited liability company.
2. The Plaintiff, Roger Biles, is a Tennessee citizen a resident for all times material hereto.
3. The Defendants, Hardge, are collectively signatories and parties to a July 14, 2021 Settlement and Mutual Release Agreement with the Plaintiffs.

**II.**  
**VENUE AND JURISDICTION**

4. The Plaintiffs aver that venue is proper because the Plaintiffs are located here and the Defendants agreed to this forum in the Settlement Agreement.
5. The Plaintiffs aver that this Court has both *in personam* and subject matter jurisdiction over the parties in this matter.

**III.**  
**THE FACTS**

6. The Plaintiffs aver that the parties entered into a Settlement Agreement on July 14, 2021. A true and exact copy is filed with this Complaint.
7. The Plaintiffs aver that the Defendants represented to them prior to entering into the Settlement Agreement that they were capable of and would pay to Plaintiff, Biles, the sum of \$4,000,000 as well as purchase a 2021 Porsche Taycan for \$105,064.48 plus the sum of \$3,825 for the transportation expenses.
8. The Plaintiffs aver that they reasonably relied upon the false representations of Defendants in entering into the Settlement Agreement prior to and up to July 14, 2021.
9. The Plaintiffs aver that the Defendants knew at the time they negotiated the Settlement Agreement prior to and up to July 14, 2021 that their representations were false when made.
10. The Plaintiffs aver that the Defendants have failed to fulfill their obligations set forth in the Settlement Agreement and the Plaintiffs have suffered significant financial damages as a direct and proximate result.
11. The Plaintiffs aver that the Defendants' actions were intentional and fraudulent.

**IV.**  
**FIRST CAUSE OF ACTION**  
**BREACH OF CONTRACT**

12. The Plaintiffs rely upon the factual averments in numbered paragraphs 1-11 in support of the following cause of action.
13. The Plaintiffs aver that the Defendants have breached the Settlement Agreement by failing to make any payments at all and by not fulfilling any of their obligations as required by the July 14, 2021 Settlement Agreement.
14. The Plaintiffs aver that the Defendants have breached the Settlement Agreement and they have sustained significant financial damages as a direct and proximate result of the Defendants' breach.

**V.**  
**SECOND CAUSE OF ACTION**  
**INTENTIONAL MISREPRESENTATIONS**  
**AND FRAUD IN THE INDUCEMENT**

15. The Plaintiffs rely upon the factual averments in numbered paragraphs 1-14 in support of the following cause of action.
16. The Plaintiffs aver that the Defendants intentionally misrepresented their intentions and ability to pay in the days leading up to the July 14 Settlement Agreement.
17. The Plaintiffs aver that they reasonably relied upon the false representations of the Defendants and entered into the July 14, 2021 Settlement Agreement to their detriment.
18. The Plaintiffs aver that they have sustained significant financial damages as a direct and proximate result of the Defendants' false representations prior to and up to July 14, 2021.

**THE PLAINTIFFS SEEK AND PRAY FOR THE FOLLOWING RELIEF:**

1. That the Defendants be served and be required to timely answer;
2. That the Plaintiffs be awarded compensatory damages in an amount over \$4,000,000;

3. That they be awarded punitive damages in an amount in multiples of the compensatory damages;
4. That the July 14, 2021 Settlement Agreement be rescinded;
5. That the Plaintiffs be awarded their attorney's fees, interest, and other damages;
6. That a jury of six (6) be impaneled to hear this action;
7. That the Plaintiffs be awarded such other, further relief to which they may be entitled.

**THIS IS THE FIRST APPLICATION FOR EXTRAORDINARY RELIEF IN THIS MATTER.**

Respectfully submitted,

**KLINE PRESTON LAW GROUP**



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